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**16. CHOICE OF LAW, ARBITRATION AND VENUE.**

This EULA will be construed according to the laws of the State of Texas, USA, without reference to conflict of laws principles. Each Party hereby waives its right to trial by jury. Any dispute, difference or question arising among the Parties concerning this EULA, including the construction, meaning, effect, or implementation thereof or the rights or obligations of any Party will be submitted to and finally resolved by arbitration. Such arbitration will be conducted by in Houston, Texas, USA pursuant to the Commercial Rules of the American Arbitration Association. A single arbitrator, who has experience with license agreements, will be chosen by the corresponding Regional Office of the American Arbitration Association in accordance with such Commercial Rules. Service of a petition to confirm the arbitration award may be made by regular mail or by commercial express mail, to the attorney for the Party or, if unrepresented, to the Party at the last known business address. The award rendered by the arbitrator will be final, will identify a winning Party, and judgment may be entered upon the award in accordance with applicable law in any court having jurisdiction thereof. The fees and expenses of the arbitrator will be shared by the Parties.

**17. MISCELLANEOUS.**

**17.1** This EULA constitutes the entire agreement between Licensee and G2-IS and supersedes all proposals and prior oral or written agreements and all notifications between Parties with respect to the subjects and the contents of this EULA. No modification, addition or deletion, or waiver of any rights under this EULA will be binding on a Party unless made in a non-preprinted agreement clearly understood by the Parties to be a modification or waiver, and signed and delivered by a duly authorized representative of each Party. Any additional or conflicting terms or conditions in any purchase order or any similar document are hereby rejected and will be null, void and without effect.

**17.2** Unless otherwise expressly stated in this EULA, the failure of either Party to enforce at any time any term or condition herein will not be a waiver of the provision, or any

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All remedies available to G2-IS for breach of this EULA are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy will not be deemed an election of that remedy to the exclusion of any other remedies.

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